



GARY R. HERBERT  
Governor

SPENCER J. COX  
Lieutenant Governor

# State of Utah

## DEPARTMENT OF NATURAL RESOURCES

BRIAN C. STEED  
Executive Director

### Division of Oil, Gas and Mining

JOHN R. BAZA  
Division Director

August 5, 2019

Karin Madsen, Resident Agent  
Genwal Resources, Inc.  
P.O. Box 910  
East Carbon, Utah 84520-0910

Subject: Approval of Ownership and Control Update/ROW, Task #5969, Genwal Resources, Inc., Crandall Canyon Mine, C/015/0032

Dear Ms. Madsen:

The above-referenced amendment is approved effective August 5, 2019. The Division has completed a Technical Analysis of the change and found that it meets the requirements of the Utah Coal Rules. A stamped incorporated copy of the amendment is enclosed for your copy of the Mining and Reclamation Plan.

If you have any questions, please feel free to call me at (801) 538-5350.

Sincerely,

Steve Christensen  
Coal Program Manager

SKC/sqs  
Enclosure  
O:\015032.CRA\WG5969 O&C\Approve.doc



GARY R. HERBERT  
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# State of Utah

## DEPARTMENT OF NATURAL RESOURCES

MICHAEL R. STYLER  
Executive Director

### Division of Oil, Gas and Mining

JOHN R. BAZA  
Division Director

## Technical Analysis and Findings

### Utah Coal Regulatory Program

**PID:** C0150032  
**TaskID:** 5969  
**Mine Name:** CRANDALL CANYON MINE  
**Title:** OWNERSHIP AND CONTROL UPDATE/ROW

### General Contents

#### Identification of Interest

##### Analysis:

The application meets the State of Utah R645 requirements for Identification of Interest.

The Chapter 1, Appendix 1-9 Ownership and Control information for Genwal Resources, Inc. was revised to include an End Date of 6/24/19 for Mathew C. Efaw as President and the Beginning Date of 6/24/19 for Carson Pollastro as President. This information was updated in the AVS system on 7/9/19. The application includes an updated Organizational Chart located in Chapter 1, Appendix 1-9, and was found to be consistent with the organizational structure in the AVS system.

ssteab

#### Right of Entry

##### Analysis:

The application meets the State of Utah R645-301-114 requirements for Right-of-Entry Information.

Chapter 1 Appendix 1-17 was updated to include the approved U.S. Forest Service Special Use Permit PRI-1608. This permit was signed September 22, 2016 and is effective through December 31, 2022. This permit was issued to provide right-of-entry to the Crandall Canyon Mine Surface Facilities and includes Plate 5-3 of the MRP as a diagram of the facilities.

adaniels

## Application for Permit Processing

### Detailed Schedule of Changes to the MRP

C19-004 Ownership and Control

Permit Number: ACT/015/032

Mine: Crandall Canyon Mine

Permittee: Genwal Resources, Inc.

Provide a detailed listing of all changes to the mining and reclamation plan which will be required as a result of this proposed permit application. Individually list all maps and drawings which are to be added, replaced, or removed from the plan. Include changes of the table of contents, section of the plan, pages, or other information as needed to specifically locate, identify and revise the existing mining and reclamation plan. **Include page, section and drawing numbers as part of the description.**

			DESCRIPTION OF MAP, TEXT, OR MATERIALS TO BE CHANGED
<input type="checkbox"/> ADD	<input type="checkbox"/> REPLACE	<input type="checkbox"/> REMOVE	Appendix 1-17 (To add in the updated ROW)
<input type="checkbox"/> ADD	<input type="checkbox"/> REPLACE	<input type="checkbox"/> REMOVE	Appendix 1-9
<input type="checkbox"/> ADD	<input type="checkbox"/> REPLACE	<input type="checkbox"/> REMOVE	Chapter 1 page 1
<input type="checkbox"/> ADD	<input type="checkbox"/> REPLACE	<input type="checkbox"/> REMOVE	
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Any other specific or special instructions required for insertion of this proposal into the Mining and Reclamation Plan?

## **CHAPTER 1**

### **LEGAL, FINANCIAL, COMPLIANCE, AND RELATED INFORMATION**

#### **R945-301-112 IDENTIFICATION OF INTERESTS**

**112.100 GENWAL Resources, Inc. is a corporation organized and existing under the laws of Utah and qualified to do business in Utah.**

**112.200 The applicant, GENWAL Resources, Inc. will also be the operator.**

**GENWAL Resources, Inc.  
P.O. Box 910  
East Carbon, Utah 84520  
(435) 888-4000  
Carson Pollastro- President**

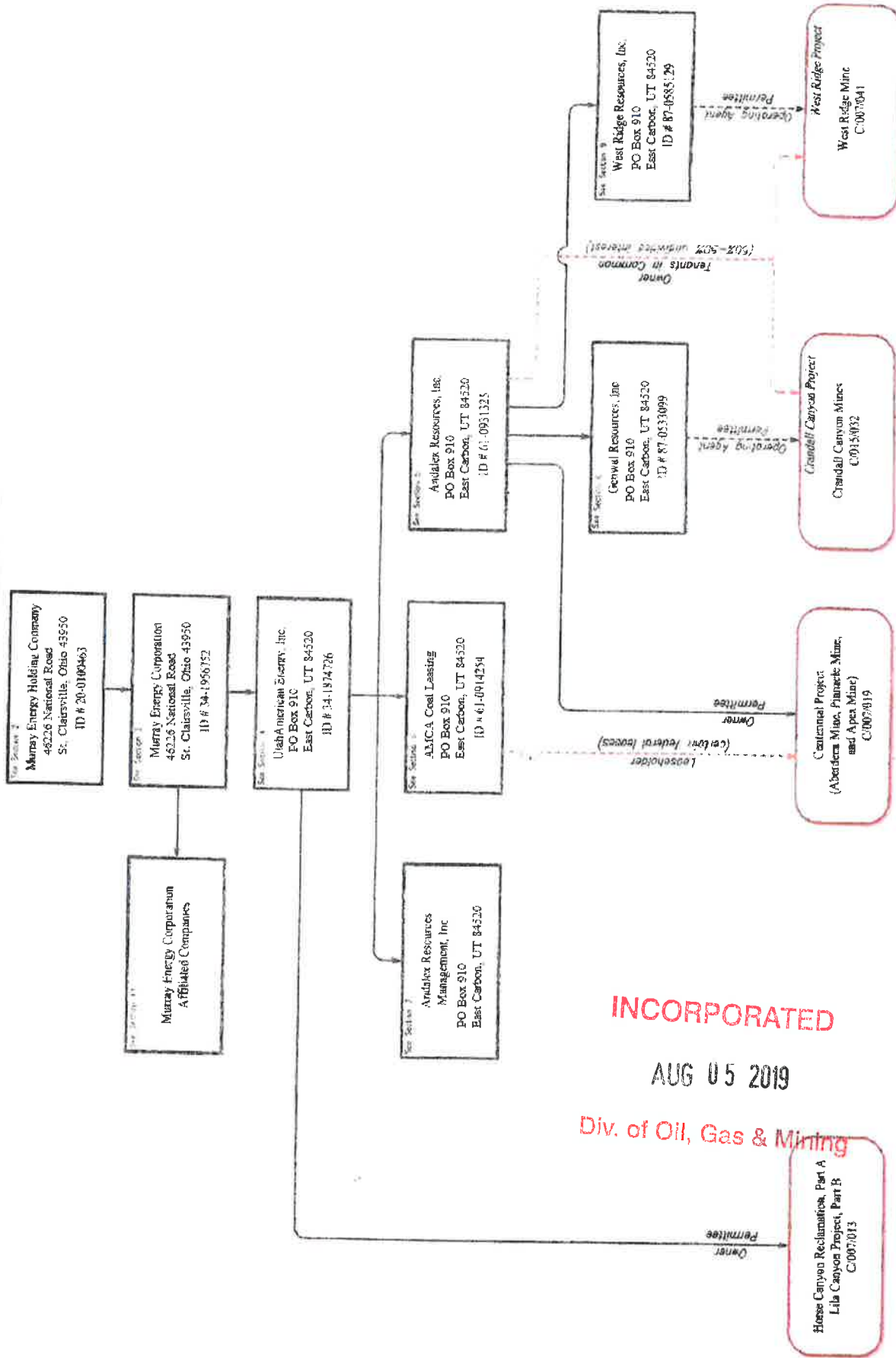
**112.220 The resident agent of the applicant, GENWAL Resources, Inc., is:**

**Karin Madsen  
GENWAL Resources, Inc.  
P.O. Box 910  
East Carbon, Utah 84520  
(435) 888-4000**

**112.230 GENWAL Resources, Inc. will pay the abandoned mine land reclamation fee.**

# OWNERSHIP AND CONTROL

Section 1



Part V No. 1

A-3 Complete this item for each entity listed in the corporate structure.

Name of Entity Andalex Resources, Inc.  
Mailing Address 46226 National Road  
Street Address (if mailing address is a Post Office box) \_\_\_\_\_  
City St. Clairsville State Ohio Zip 43950 Telephone No. 740-338-3100  
FEIN No. 61-0931325 Ownership/Control relationship to Permittee \_\_\_\_\_

NOTE: -if entity is a SOLE PROPRIETORSHIP, list owner  
-if entity is a PARTNERSHIP, list all partners, including limited partners  
-if entity's legal structure is other than a sole proprietorship or partnership, list all owners or stockholder's owners ten percent (10%) or more or any class of voting stock; all officers such as President, Vice President, Secretary, Treasurer, Directors; any other person performing a function similar; and for limited liability companies, all members and managers.

Entity Name	Address	SS 3/EIN	Title	Beginning Date	End Date
UtahAmerican Energy, Inc	46226 National Road, St. Clairsville, Ohio 43950	34-1841426	Shareholder 100%	8/18/2006	Open
Robert Eugene Murray	46226 National Road, St. Clairsville, Ohio 43950	XXX-XX-8852	Director	8/18/2006	Open
David W. Hibbs	46226 National Road, St. Clairsville, Ohio 43950	Not Available	Director	12/11/2009	1/5/2018
David W. Hibbs	46226 National Road, St. Clairsville, Ohio 43950	Not Available	President	12/11/2009	1/5/2018
Robert D. Moore	46226 National Road, St. Clairsville, Ohio 43950	XXX-XX9703	Treasurer	8/18/2006	Open
Michael O. McKown	46226 National Road, St. Clairsville, Ohio 43950	XXX-XX-4552	Secretary	8/18/2006	Open
Robert D. Moore	46226 National Road, St. Clairsville, Ohio 43950	XXX-XX-9703	Director	1/5/2018	Open
Mathew C. Efaw	46226 National Road, St. Clairsville, Ohio 43950	XXX-XX-6793	President	1/5/2018	6/24/2019
Carson Pollastro	46226 National Road, St. Clairsville, Ohio 43950	Not Available	President	6/24/2019	Open

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AUG 05 2019  
Div. of Oil, Gas & Mining

Part V No. 1

A-3	<p>Complete this item for each entity listed in the corporate structure.</p> <p>Name of Entity <u>Genwal Resources, Inc.</u></p> <p>Mailing Address <u>46226 National Road</u></p> <p>Street Address (if mailing address is a Post Office box) _____</p> <p>City <u>St. Clairsville</u> State <u>Ohio</u> Zip <u>43950</u> Telephone No. <u>740-338-3100</u></p> <p>FEIN No. <u>87-0533099</u> Ownership/Control relationship to Permittee _____</p> <p><small>NOTE: -if entity is a SOLE PROPRIETORSHIP, list owner          -if entity is a PARTNERSHIP, list all partners, including limited partners          -if entity's legal structure is other than a sole proprietorship or partnership, list all owners or stockholder's owners ten percent (10%) or more or any class of voting stock; all officers such as President, Vice President, Secretary, Treasurer, Directors; any other person performing a function similar; and for limited liability companies, all members and managers.</small></p>
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Entity Name	Address	SS 3/EIN	Title	Beginning Date	End Date
UtahAmerican Energy, Inc	46226 National Road, St. Clairsville, Ohio 43950	34-1841426	Shareholder 100%	8/18/2006	Open
Robert Eugene Murray	46226 National Road, St. Clairsville, Ohio 43950	XXX-XX-8852	Director	8/18/2006	Open
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Robert D. Moore	46226 National Road, St. Clairsville, Ohio 43950	XXX-XX9703	Treasurer	8/18/2006	Open
Michael O. McKown	46226 National Road, St. Clairsville, Ohio 43950	XXX-XX-4552	Secretary	8/18/2006	Open
Robert D. Moore	46226 National Road, St. Clairsville, Ohio 43950	XXX-XX-9703	Director	1/5/2018	Open
Mathew C. Efaw	46226 National Road, St. Clairsville, Ohio 43950	XXX-XX-6793	President	1/5/2018	6/24/2019
Carson Pollastro	46226 National Road, St. Clairsville, Ohio 43950	Not Available	President	6/24/2019	Open

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Div. of Oil, Gas & Mining

Part V No. 1

**A-3** Complete this item for each entity listed in the corporate structure.

Name of Entity UtahAmerican Energy, Inc.  
Mailing Address 46226 National Road  
Street Address(if mailing address is a Post Office box) \_\_\_\_\_  
City St. Clairsville State Ohio Zip 43950 Telephone No. 740-338-3100  
FEIN No. 34-1874726 Ownership/Control relationship to Permittee \_\_\_\_\_

NOTE:  
-If entity is a SOLE PROPRIETORSHIP, list owner  
-If entity is a PARTNERSHIP, list all partners, including limited partners  
-If entity's legal structure is other than a sole proprietorship or partnership, list all owners or stockholder's owners ten percent (10%) or more or any class of voting stock; all officers such as President, Vice President, Secretary, Treasurer, Directors; any other person performing a function similar; and for limited liability companies, all members and managers.

Entity Name	Address	SS 3/EIN	Title	Beginning Date	End Date
UtahAmerican Energy, Inc	46226 National Road, St. Clairsville, Ohio 43950	34-1841426	Shareholder 100%	8/18/2006	Open
Robert Eugene Murray	46226 National Road, St. Clairsville, Ohio 43950	XXX-XX-8852	Director	8/18/2006	Open
David W. Hibbs	46226 National Road, St. Clairsville, Ohio 43950	Not Available	Director	12/11/2009	1/5/2018
David W. Hibbs	46226 National Road, St. Clairsville, Ohio 43950	Not Available	President	12/11/2009	1/5/2018
Robert D. Moore	46226 National Road, St. Clairsville, Ohio 43950	XXX-XX9703	Treasurer	8/18/2006	Open
Michael O. McKown	46226 National Road, St. Clairsville, Ohio 43950	XXX-XX-4552	Secretary	8/18/2006	Open
Robert D. Moore	46226 National Road, St. Clairsville, Ohio 43950	XXX-XX-9703	Director	1/5/2018	Open
Mathew C. Efaw	46226 National Road, St. Clairsville, Ohio 43950	XXX-XX-6793	President	1/5/2018	6/24/2019
Carson Pollastro	46226 National Road, St. Clairsville, Ohio 43950	Not Available	President	6/24/2019	Open

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**AUG 05 2019**  
**Div. of Oil, Gas & Mining**



Part V No. 1

**A-3:** Complete this item for each entity listed in the corporate structure.

Name of Entity West Ridge Resources, Inc.  
Mailing Address 46226 National Road  
Street Address (if mailing address is a Post Office box) \_\_\_\_\_  
City St. Clairsville State Ohio Zip 43950 Telephone No. 740-338-3100  
FEIN No. 87-0585129 Ownership/Control relationship to Permittee \_\_\_\_\_

NOTE: If entity is a SOLE PROPRIETORSHIP, list owner  
If entity is a PARTNERSHIP, list all partners, including limited partners  
If entity's legal structure is other than a sole proprietorship or partnership, list all owners or stockholder's owners ten percent (10%) or more or any class of voting stock; all officers such as President, Vice President, Secretary, Treasurer, Directors; any other person performing a function similar; and for limited liability companies, all members and managers.

Entity Name	Address	SS 3/EIN	Title	Beginning Date	End Date
UtahAmerican Energy, Inc	46226 National Road, St. Clairsville, Ohio 43950	34-1841426	Shareholder 100%	8/18/2006	Open
Robert Eugene Murray	46226 National Road, St. Clairsville, Ohio 43950	XXX-XX-8852	Director	8/18/2006	Open
David W. Hibbs	46226 National Road, St. Clairsville, Ohio 43950	Not Available	Director	12/11/2009	1/5/2018
David W. Hibbs	46226 National Road, St. Clairsville, Ohio 43950	Not Available	President	12/11/2009	1/5/2018
Robert D. Moore	46226 National Road, St. Clairsville, Ohio 43950	XXX-XX9703	Treasurer	8/18/2006	Open
Michael O. McKown	46226 National Road, St. Clairsville, Ohio 43950	XXX-XX-4552	Secretary	8/18/2006	Open
Robert D. Moore	46226 National Road, St. Clairsville, Ohio 43950	XXX-XX-9703	Director	1/5/2018	Open
Mathew C. Efaw	46226 National Road, St. Clairsville, Ohio 43950	XXX-XX-6793	President	1/5/2018	6/24/2019
Carson Pollastro	46226 National Road, St. Clairsville, Ohio 43950	Not Available	President	6/24/2019	Open

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Div. of Oil, Gas & Mining

Authorization ID: PRI1608  
Contact Name: GENWAL RESOURCES  
Expiration Date: 12/31/2022  
Use Code: 521

FS-2700-4 (V. 01/2014)  
OMB 0596-0082

**U.S. DEPARTMENT OF AGRICULTURE  
FOREST SERVICE**

**SPECIAL USE PERMIT**

**Authority: ORGANIC ADMINISTRATION ACT June 4, 1897**

Genwal Resources, Inc, a subsidiary of UtahAmerican Energy, Inc, of PO Box 910, East Carbon, Utah 84520 (hereinafter "the holder") is authorized to use and occupy National Forest System lands in the Manti-La Sal National Forest, Ferron-Price Ranger District unit of the National Forest System, subject to the terms and conditions of this special use permit (the permit).

This permit covers 7.53 acres, more or less, and is located in Lots 6 and 9 (SW¼NW¼) of Section 5, Township 16 South, Range 7 East, Salt Lake Base Meridian, Emery County, Utah ("the permit area"), as shown on the attached vicinity map and facilities diagram, Appendix A and B.

This permit is issued to provide right-of-entry for the Crandall Canyon Mine Surface Facilities currently existing on Forest Service property with operations under UDOGM Permit #C/015/032. The facilities are located on a relinquished federal coal lease area (UTSL-062648) and include the following: shop, ventilation fan, rock-dust silo, power center, two power poles, offices and bathhouse (underground), intake portal, belt portal, fan portal, portal access road, mine belt, visual disconnect, warehouse and office building, 4500-gallon culinary water tank, shotcrete, parts shed, mag tank, concrete barricade, concrete dumpster pad, iron treatment shed, water treatment basin, sediment pond, culvert, and energy dissipater for Crandall Creek.

The holder will notify the District Ranger of any changes occurring to the facilities or the reclamation plans.

**TERMS AND CONDITIONS**

**I. GENERAL TERMS**

**A. AUTHORITY.** This permit is issued pursuant to the Organic Administration Act of June 4, 1897 and 36 CFR Part 251, Subpart B, as amended, and is subject to their provisions.

**B. AUTHORIZED OFFICER.** The authorized officer is the Forest Supervisor or a subordinate officer with delegated authority. **INCORPORATED**

**C. TERM.** This permit shall expire at midnight on 12/31/2022. **AUG 05 2019**

**D. RENEWAL.** This permit is not renewable. Prior to expiration of this permit, the holder may apply for a new permit that would renew the use and occupancy authorized by this permit. Applications for a new permit must be submitted at least 6 months prior to expiration of this permit. Renewal of the use and occupancy authorized by this permit shall be at the sole discretion of the authorized officer. At a minimum, before renewing the use and occupancy authorized by this permit, the authorized officer shall require that (1) the use and occupancy to be authorized by the new permit is consistent with the standards and guidelines in the **Division of Grazing & Mining**

applicable land management plan; (2) the type of use and occupancy to be authorized by the new permit is the same as the type of use and occupancy authorized by this permit; and (3) the holder is in compliance with all the terms of this permit. The authorized officer may prescribe new terms and conditions when a new permit is issued.

**E. AMENDMENT.** This permit may be amended in whole or in part by the Forest Service when, at the discretion of the authorized officer, such action is deemed necessary or desirable to incorporate new terms that may be required by law, regulation, directive, the applicable forest land and resource management plan, or projects and activities implementing a land management plan pursuant to 36 CFR Part 215.

**F. COMPLIANCE WITH LAWS, REGULATIONS, AND OTHER LEGAL REQUIREMENTS.** In exercising the rights and privileges granted by this permit, the holder shall comply with all present and future federal laws and regulations and all present and future state, county, and municipal laws, regulations, and other legal requirements that apply to the permit area, to the extent they do not conflict with federal law, regulation, or policy. The Forest Service assumes no responsibility for enforcing laws, regulations, and other legal requirements that fall under the jurisdiction of other governmental entities.

**G. NON-EXCLUSIVE USE.** The use or occupancy authorized by this permit is not exclusive. The Forest Service reserves the right of access to the permit area, including a continuing right of physical entry to the permit area for inspection, monitoring, or any other purpose consistent with any right or obligation of the United States under any law or regulation. The Forest Service reserves the right to allow others to use the permit area in any way that is not inconsistent with the holder's rights and privileges under this permit, after consultation with all parties involved. Except for any restrictions that the holder and the authorized officer agree are necessary to protect the installation and operation of authorized temporary improvements, the lands and waters covered by this permit shall remain open to the public for all lawful purposes.

**H. ASSIGNABILITY.** This permit is not assignable or transferable.

**I. TRANSFER OF TITLE TO THE IMPROVEMENTS.**

1. Notification of Transfer. The holder shall notify the authorized officer when a transfer of title to all or part of the authorized improvements is contemplated.

2. Transfer of Title. Any transfer of title to the improvements covered by this permit shall result in termination of the permit. The party who acquires title to the improvements must submit an application for a new permit. The Forest Service is not obligated to issue a new permit to the party who acquires title to the improvements. The authorized officer shall determine that the applicant meets requirements under applicable federal regulations.

**J. CHANGE IN CONTROL OF THE BUSINESS ENTITY.**

1. Notification of Change in Control. The holder shall notify the authorized officer when a change in control of the business entity that holds this permit is contemplated.

a. In the case of a corporation, control is an interest, beneficial or otherwise, of sufficient outstanding voting securities or capital of the business so as to permit the exercise of managerial authority over the actions and operations of the corporation or election of a majority of the board of directors of the corporation.

b. In the case of a partnership, limited partnership, joint venture, or individual entrepreneurship, control is a beneficial ownership of or interest in the entity or its capital so as to permit the exercise of managerial authority over the actions and operations of the entity.

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c. In other circumstances, control is any arrangement under which a third party has the ability to exercise management authority over the actions or operations of the business.

2. **Effect of Change in Control.** Any change in control of the business entity as defined in paragraph 1 of this clause shall result in termination of this permit. The party acquiring control must submit an application for a special use permit. The Forest Service is not obligated to issue a new permit to the party who acquires control. The authorized officer shall determine whether the applicant meets the requirements established by applicable federal regulations.

## **II. IMPROVEMENTS**

A. **LIMITATIONS ON USE.** Nothing in this permit gives or implies permission to build or maintain any structure or facility or to conduct any activity, unless specifically authorized by this permit. Any use not specifically authorized by this permit must be proposed in accordance with 36 CFR 251.54. Approval of such a proposal through issuance of a new permit or permit amendment is at the sole discretion of the authorized officer.

B. **PLANS.** All plans for development, layout, construction, reconstruction, or alteration of improvements in the permit area, as well as revisions to those plans must be prepared by a professional engineer, architect, landscape architect, or other qualified professional based on federal employment standards acceptable to the authorized officer. These plans and plan revisions must have written approval from the authorized officer before they are implemented. The authorized officer may require the holder to furnish as-built plans, maps, or surveys upon completion of the work.

C. **CONSTRUCTION.** Any construction authorized by this permit shall commence by n/a and shall be completed by n/a.

## **III. OPERATIONS.**

A. **PERIOD OF USE.** Use or occupancy of the permit area shall be exercised at least 365 days each year.

B. **CONDITION OF OPERATIONS.** The holder shall maintain the authorized improvements and permit area to standards of repair, orderliness, neatness, sanitation, and safety acceptable to the authorized officer and consistent with other provisions of this permit. Standards are subject to periodic change by the authorized officer when deemed necessary to meet statutory, regulatory, or policy requirements or to protect national forest resources. The holder shall comply with inspection requirements deemed appropriate by the authorized officer.

C. **OPERATING PLAN.** The holder shall prepare and annually revise by 12/31/2016 an operating plan. The operating plan shall be prepared in consultation with the authorized officer or the authorized officer's designated representative and shall cover all operations authorized by this permit. The operating plan shall outline steps the holder will take to protect public health and safety and the environment and shall include sufficient detail and standards to enable the Forest Service to monitor the holder's operations for compliance with the terms and conditions of this permit. The operating plan shall be submitted by the holder and approved by the authorized officer or the authorized officer's designated representative prior to commencement of operations and shall be attached to this permit as an appendix. The authorized officer may require an annual meeting with the holder to discuss the terms and conditions of the permit or operating plan, annual use reports, or other concerns either party may have.

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**D. INSPECTION BY THE FOREST SERVICE.** The Forest Service shall monitor the holder's operations and reserves the right to inspect the permit area and transmission facilities at any time for compliance with the terms of this permit. The holder's obligations under this permit are not contingent upon any duty of the Forest Service to inspect the permit area or transmission facilities. A failure by the Forest Service or other governmental officials to inspect is not a justification for noncompliance with any of the terms and conditions of this permit.

#### **IV. RIGHTS AND LIABILITIES**

**A. LEGAL EFFECT OF THE PERMIT.** This permit, which is revocable and terminable, is not a contract or a lease, but rather a federal license. The benefits and requirements conferred by this authorization are reviewable solely under the procedures set forth in 36 CFR 251, Subpart C and 5 U.S.C. 704. This permit does not constitute a contract for purposes of the Contract Disputes Act, 41 U.S.C. 601. The permit is not real property, does not convey any interest in real property, and may not be used as collateral for a loan.

**B. VALID OUTSTANDING RIGHTS.** This permit is subject to all valid outstanding rights. Valid outstanding rights include those derived under mining and mineral leasing laws of the United States. The United States is not liable to the holder for the exercise of any such right.

**C. ABSENCE OF THIRD-PARTY BENEFICIARY RIGHTS.** The parties to this permit do not intend to confer any rights on any third party as a beneficiary under this permit.

**D. SERVICES NOT PROVIDED.** This permit does not provide for the furnishing of road or trail maintenance, water, fire protection, search and rescue, or any other such service by a government agency, utility, association, or individual.

**E. RISK OF LOSS.** The holder assumes all risk of loss associated with use or occupancy of the permit area, including but not limited to theft, vandalism, fire and any fire-fighting activities (including prescribed burns), avalanches, rising waters, winds, falling limbs or trees, and other forces of nature. If authorized temporary improvements in the permit area are destroyed or substantially damaged, the authorized officer shall conduct an analysis to determine whether the improvements can be safely occupied in the future and whether rebuilding should be allowed. If rebuilding is not allowed, the permit shall terminate.

**F. DAMAGE TO UNITED STATES PROPERTY.** The holder has an affirmative duty to protect from damage the land, property, and other interests of the United States. Damage includes but is not limited to fire suppression costs, damage to government-owned improvements covered by this permit, and all costs and damages associated with or resulting from the release or threatened release of a hazardous material occurring during or as a result of activities of the holder or the holder's heirs, assigns, agents, employees, contractors, or lessees on, or related to, the lands, property, and other interests covered by this permit. For purposes of clause IV.F and section V, "hazardous material" shall mean (a) any hazardous substance under section 101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 U.S.C. § 9601(14); (b) any pollutant or contaminant under section 101(33) of CERCLA, 42 U.S.C. § 9601(33); (c) any petroleum product or its derivative, including fuel oil, and waste oils; and (d) any hazardous substance, extremely hazardous substance, toxic substance, hazardous waste, ignitable, reactive or corrosive materials, pollutant, contaminant, element, compound, mixture, solution or substance that may pose a present or potential hazard to human health or the environment under any applicable environmental laws.

1. The holder shall avoid damaging or contaminating the environment, including but not limited to the soil, vegetation (such as trees, shrubs, and grass), surface water, and groundwater, during the holder's use or occupancy of the permit area. If the environment or any government property covered by this

permit becomes damaged during the holder's use or occupancy of the permit area, the holder shall immediately repair the damage or replace the damaged items to the satisfaction of the authorized officer and at no expense to the United States.

2. The holder shall be liable for all injury, loss, or damage, including fire suppression, prevention and control of the spread of invasive species, or other costs in connection with rehabilitation or restoration of natural resources associated with the use or occupancy authorized by this permit. Compensation shall include but not be limited to the value of resources damaged or destroyed, the costs of restoration, cleanup, or other mitigation, fire suppression or other types of abatement costs, and all administrative, legal (including attorney's fees), and other costs. Such costs may be deducted from a performance bond required under clause IV.I.

3. The holder shall be liable for damage caused by use of the holder or the holder's heirs, assigns, agents, employees, contractors, or lessees to all roads and trails of the United States to the same extent as provided under clause IV.F.1, except that liability shall not include reasonable and ordinary wear and tear.

**G. HEALTH, SAFETY, AND ENVIRONMENTAL PROTECTION.** The holder shall promptly abate as completely as possible and in compliance with all applicable laws and regulations any activity or condition arising out of or relating to the authorized use or occupancy that causes or threatens to cause a hazard to public health or the safety of the holder's employees or agents or harm to the environment (including areas of vegetation or timber, fish or other wildlife populations, their habitats, or any other natural resources). The holder shall prevent impacts to the environment and cultural resources by implementing actions identified in the operating plan to prevent establishment and spread of invasive species. The holder shall immediately notify the authorized officer of all serious accidents that occur in connection with such activities. The responsibility to protect the health and safety of all persons affected by the use or occupancy authorized by this permit is solely that of the holder. The Forest Service has no duty under the terms of this permit to inspect the permit area or operations and activities of the holder for hazardous conditions or compliance with health and safety standards.

**H. INDEMNIFICATION OF THE UNITED STATES.** The holder shall indemnify, defend, and hold harmless the United States for any costs, damages, claims, liabilities, and judgments arising from past, present, and future acts or omissions of the holder in connection with the use or occupancy authorized by this permit. This indemnification provision includes but is not limited to acts and omissions of the holder or the holder's heirs, assigns, agents, employees, contractors, or lessees in connection with the use or occupancy authorized by this permit which result in (1) violations of any laws and regulations which are now or which may in the future become applicable, and including but not limited to those environmental laws listed in clause V.A of this permit; (2) judgments, claims, demands, penalties, or fees assessed against the United States; (3) costs, expenses, and damages incurred by the United States; or (4) the release or threatened release of any solid waste, hazardous waste, hazardous materials, pollutant, contaminant, oil in any form, or petroleum product into the environment. The authorized officer may prescribe terms that allow the holder to replace, repair, restore, or otherwise undertake necessary curative actions to mitigate damages in addition to or as an alternative to monetary indemnification.

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**I. BONDING.** The authorized officer may require the holder to furnish a surety bond or other security for any of the obligations imposed by the terms and conditions of this permit or any applicable law, regulation, or order. (The State of Utah holds the bond.)

**J. STRICT LIABILITY.** The holder shall be strictly liable (liable without proof of negligence) to the United States for \$ amount up to \$1 million per occurrence for any injury, loss, or damage arising in tort under this



permit. Liability in tort for injury, loss, or damage to the United States exceeding the prescribed amount of strict liability in tort shall be determined under the law of negligence.

**K. INSURANCE.** The holder shall furnish proof of insurance, such as a certificate of insurance, to the authorized officer prior to issuance of this permit and each year thereafter that this permit is in effect. The Forest Service reserves the right to review and approve the insurance policy prior to issuance. The holder shall send an authenticated copy of any insurance policy obtained pursuant to this clause to the authorized officer immediately upon issuance of the policy. Any insurance policies obtained by the holder pursuant to this clause shall name the United States as an additional insured, and the additional insured provision shall provide for insurance coverage for the United States as required under this clause. Such policies also shall specify that the insurance company shall give 30 days prior written notice to the authorized officer of cancellation of or any modification to the policies. The certificate of insurance, the authenticated copy of the insurance policy, and written notice of cancellation or modification of insurance policies should be sent to Manti-La Sal National Forest, Supervisor's Office, 599-A West Price River Drive, Price, UT 84501. Minimum amounts of coverage and other insurance requirements are subject to change at the sole discretion of the authorized officer on the anniversary date of this permit.

1. The holder shall have in force liability insurance covering losses associated with the use or occupancy authorized by this permit arising from personal injury or death and third-party property damage in the minimum amount of \$1,000,000 as a combined single limit per occurrence.
2. Depending on the holder's operations, the Forest Service may require the holder to demonstrate the availability of funds to address any release or threatened release of hazardous materials that may occur in connection with the holder's use or occupancy. Any requirements imposed would be established on a case-by-case basis by the authorized officer based on the degree of environmental risk from the holder's operations. The storage and use of normal maintenance supplies in nominal amounts generally would not trigger financial assurance requirements.

## **V. RESOURCE PROTECTION**

**A. COMPLIANCE WITH ENVIRONMENTAL LAWS.** The holder shall in connection with the use or occupancy authorized by this permit comply with all applicable federal, state, and local environmental laws and regulations, including but not limited to those established pursuant to the Resource Conservation and Recovery Act, as amended, 42 U.S.C. 6901 et seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., the Oil Pollution Act, as amended, 33 U.S.C. 2701 et seq., the Clean Air Act, as amended, 42 U.S.C. 7401 et seq., CERCLA, as amended, 42 U.S.C. 9601 et seq., the Toxic Substances Control Act, as amended, 15 U.S.C. 2601 et seq., the Federal Insecticide, Fungicide, and Rodenticide Act, as amended, 7 U.S.C. 136 et seq., and the Safe Drinking Water Act, as amended, 42 U.S.C. 300f et seq.

**B. VANDALISM.** The holder shall take reasonable measures to prevent and discourage vandalism and disorderly conduct and when necessary shall contact the appropriate law enforcement officer.

**C. PESTICIDE USE.** Pesticides may not be used outside of buildings to control undesirable woody and herbaceous vegetation (including aquatic plants), insects, rodents, fish, and other pests and weeds without prior written approval from the authorized officer. A request for approval of planned uses of pesticides shall be submitted annually by the holder on the due date established by the authorized officer. The report shall cover a 12-month period of planned use beginning 3 months after the reporting date. Information essential for review shall be provided in the form specified. Exceptions to this schedule may be allowed, subject to emergency request and approval, only when unexpected outbreaks of pests or weeds require control measures that were not anticipated at the time an annual report was submitted. Only those materials registered by the

U.S. Environmental Protection Agency for the specific purpose planned shall be considered for use on National Forest System lands. Label instructions and all applicable laws and regulations shall be strictly followed in the application of pesticides and disposal of excess materials and containers.

**D. ARCHAEOLOGICAL-PALEONTOLOGICAL DISCOVERIES.** The holder shall immediately notify the authorized officer of all antiquities or other objects of historic or scientific interest, including but not limited to historic or prehistoric ruins, fossils, or artifacts discovered in connection with the use and occupancy authorized by this permit. The holder shall leave these discoveries intact and in place until directed otherwise by the authorized officer. Protective and mitigative measures specified by the authorized officer shall be the responsibility of the holder.

**E. NATIVE AMERICAN GRAVES PROTECTION AND REPATRIATION.** In accordance with 25 U.S.C. 3002(d) and 43 CFR 10.4, if the holder inadvertently discovers human remains, funerary objects, sacred objects, or objects of cultural patrimony on National Forest System lands, the holder shall immediately cease work in the area of the discovery and shall make a reasonable effort to protect and secure the items. The holder shall immediately notify the authorized officer by telephone of the discovery and shall follow up with written confirmation of the discovery. The activity that resulted in the inadvertent discovery may not resume until 30 days after the authorized officer certifies receipt of the written confirmation, if resumption of the activity is otherwise lawful, or at any time if a binding written agreement has been executed between the Forest Service and the affiliated Indian tribes that adopts a recovery plan for the human remains and objects.

**F. PROTECTION OF HABITAT OF THREATENED, ENDANGERED, AND SENSITIVE SPECIES.** The location of sites within the permit area needing special measures for protection of plants or animals listed as threatened or endangered under the Endangered Species Act (ESA) of 1973, 16 U.S.C. 1531 et seq., as amended, or identified as sensitive or otherwise requiring special protection by the Regional Forester under Forest Service Manual (FSM) 2670, pursuant to consultation conducted under section 7 of the ESA, may be shown on the ground or on a separate map. The map shall be attached to this permit as an appendix. The holder shall take any protective and mitigative measures specified by the authorized officer. If protective and mitigative measures prove inadequate, if other sites within the permit area containing threatened, endangered, or sensitive species or species otherwise requiring special protection are discovered, or if new species are listed as threatened or endangered under the ESA or identified as sensitive or otherwise requiring special protection by the Regional Forester under the FSM, the authorized officer may specify additional protective and mitigative measures. Discovery of these sites by the holder or the Forest Service shall be promptly reported to the other party.

**G. CONSENT TO STORE HAZARDOUS MATERIALS.** The holder shall not store any hazardous materials at the site without prior written approval from the authorized officer. This approval shall not be unreasonably withheld. If the authorized officer provides approval, this permit shall include, or in the case of approval provided after this permit is issued, shall be amended to include specific terms addressing the storage of hazardous materials, including the specific type of materials to be stored, the volume, the type of storage, and a spill plan. Such terms shall be proposed by the holder and are subject to approval by the authorized officer.

1. If the holder receives consent to store hazardous material, the holder shall identify to the Forest Service any hazardous material to be stored at the site. Such identification information shall be consistent with column (1) of the table of hazardous materials and special provisions enumerated at 49 CFR 172.101 whenever the hazardous material appears in that table. For hazard communication purposes, the holder shall maintain Material Safety Data Sheets for any stored hazardous chemicals, consistent with 29 CFR 1910.1200(c) and (g). In addition, all hazardous materials stored by the holder



shall be used, labeled, stored, transported, and disposed of in accordance with all applicable federal, state, and local laws and regulations.

2. The holder shall not release any hazardous material as defined in clause IV.F. onto land or into rivers, streams, impoundments, or natural or man-made channels leading to them. All prudent and safe attempts must be made to contain any release of these materials. The authorized officer in charge may specify specific conditions that must be met, including conditions more stringent than federal, state, and local regulations, to prevent releases and protect natural resources.

#### **H. CLEANUP AND REMEDIATION**

1. The holder shall immediately notify all appropriate response authorities, including the National Response Center and the authorized officer or the authorized officer's designated representative, of any oil discharge or of the release of a hazardous material in the permit area in an amount greater than or equal to its reportable quantity, in accordance with 33 CFR Part 153, Subpart B, and 40 CFR Part 302. For the purposes of this requirement, "oil" is as defined by section 311(a)(1) of the Clean Water Act, 33 U.S.C. 1321(a)(1). The holder shall immediately notify the authorized officer or the authorized officer's designated representative of any release or threatened release of any hazardous material in or near the permit area which may be harmful to public health or welfare or which may adversely affect natural resources on federal lands.

2. Except with respect to any federally permitted release as that term is defined under Section 101(10) of CERCLA, 42 U.S.C. 9601(10), the holder shall clean up or otherwise remediate any release, threat of release, or discharge of hazardous materials that occurs either in the permit area or in connection with the holder's activities in the permit area, regardless of whether those activities are authorized under this permit. The holder shall perform cleanup or remediation immediately upon discovery of the release, threat of release, or discharge of hazardous materials. The holder shall perform the cleanup or remediation to the satisfaction of the authorized officer and at no expense to the United States. Upon revocation or termination of this permit, the holder shall deliver the site to the Forest Service free and clear of contamination.

**I. CERTIFICATION UPON REVOCATION OR TERMINATION.** If the holder uses or stores hazardous materials at the site, upon revocation or termination of this permit the holder shall provide the Forest Service with a report certified by a professional or professionals acceptable to the Forest Service that the permit area is uncontaminated by the presence of hazardous materials and that there has not been a release or discharge of hazardous materials upon the permit area, into surface water at or near the permit area, or into groundwater below the permit area during the term of the permit. This certification requirement may be waived by the authorized officer when the Forest Service determines that the risks posed by the hazardous material are minimal. If a release or discharge has occurred, the professional or professionals shall document and certify that the release or discharge has been fully remediated and that the permit area is in compliance with all federal, state, and local laws and regulations.

#### **VI. LAND USE FEE AND ACCOUNTING ISSUES**

**A. LAND USE FEES.** The holder shall pay an initial annual land use fee of \$1,236.32 for the period from 01/01/2017 through 12/31/2017, and thereafter on or before January 1st, shall pay an annual land use fee.

**B. MODIFICATION OF THE LAND USE FEE.** The land use fee may be revised whenever necessary to reflect the market value of the authorized use or occupancy or when the fee system used to calculate the land use fee is modified or replaced.

### **C. FEE PAYMENT ISSUES.**

1. **Crediting of Payments**. Payments shall be credited on the date received by the deposit facility, except that if a payment is received on a non-workday, the payment shall not be credited until the next workday.

2. **Disputed Fees**. Fees are due and payable by the due date. Disputed fees must be paid in full. Adjustments will be made if dictated by an administrative appeal decision, a court decision, or settlement terms.

#### **3. Late Payments**

(a) **Interest**. Pursuant to 31 U.S.C. 3717 et seq., interest shall be charged on any fee amount not paid within 30 days from the date it became due. The rate of interest assessed shall be the higher of the Prompt Payment Act rate or the rate of the current value of funds to the Treasury (i.e., the Treasury tax and loan account rate), as prescribed and published annually or quarterly by the Secretary of the Treasury in the Federal Register and the Treasury Fiscal Requirements Manual Bulletins. Interest on the principal shall accrue from the date the fee amount is due.

(b) **Administrative Costs**. If the account becomes delinquent, administrative costs to cover processing and handling the delinquency shall be assessed.

(c) **Penalties**. A penalty of 6% per annum shall be assessed on the total amount that is more than 90 days delinquent and shall accrue from the same date on which interest charges begin to accrue.

(d) **Termination for Nonpayment**. This permit shall terminate without the necessity of prior notice and opportunity to comply when any permit fee payment is 90 calendar days from the due date in arrears. The holder shall remain responsible for the delinquent fees.

4. **Administrative Offset and Credit Reporting**. Delinquent fees and other charges associated with the permit shall be subject to all rights and remedies afforded the United States pursuant to 31 U.S.C. 3711 et seq. and common law. Delinquencies are subject to any or all of the following:

(a) Administrative offset of payments due the holder from the Forest Service.

(b) If in excess of 60 days, referral to the Department of the Treasury for appropriate collection action as provided by 31 U.S.C. 3711(g)(1).

(c) Offset by the Secretary of the Treasury of any amount due the holder, as provided by 31 U.S.C. 3720 et seq.

(d) Disclosure to consumer or commercial credit reporting agencies.

### **VII. REVOCATION, SUSPENSION, AND TERMINATION**

A. **REVOCATION AND SUSPENSION**. The authorized officer may revoke or suspend this permit in whole or in part:

1. For noncompliance with federal, state, or local law.
2. For noncompliance with the terms of this permit.
3. For abandonment or other failure of the holder to exercise the privileges granted.
4. With the consent of the holder.
5. For specific and compelling reasons in the public interest.

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Prior to revocation or suspension, other than immediate suspension under clause VII.B, the authorized officer shall give the holder written notice of the grounds for revocation or suspension. In the case of revocation or suspension based on clause VII.A.1, 2, or 3, the authorized officer shall give the holder a reasonable time, typically not to exceed 90 days, to cure any noncompliance.

**B. IMMEDIATE SUSPENSION.** The authorized officer may immediately suspend this permit in whole or in part when necessary to protect public health or safety or the environment. The suspension decision shall be in writing. The holder may request an on-site review with the authorized officer's supervisor of the adverse conditions prompting the suspension. The authorized officer's supervisor shall grant this request within 48 hours. Following the on-site review, the authorized officer's supervisor shall promptly affirm, modify, or cancel the suspension.

**C. APPEALS AND REMEDIES.** Written decisions by the authorized officer relating to administration of this permit are subject to administrative appeal pursuant to 36 CFR Part 214 as amended. Revocation or suspension of this permit shall not give rise to any claim for damages by the holder against the Forest Service.

**D. TERMINATION.** This permit shall terminate when by its terms a fixed or agreed upon condition, event, or time occurs without any action by the authorized officer. Examples include but are not limited to expiration of the permit by its terms on a specified date and termination upon change of control of the business entity. Termination of this permit shall not require notice, a decision document, or any environmental analysis or other documentation. Termination of this permit is not subject to administrative appeal and shall not give rise to any claim for damages by the holder against the Forest Service.

**E. RIGHTS AND RESPONSIBILITIES UPON REVOCATION OR TERMINATION WITHOUT RENEWAL.** Upon revocation or termination of this permit without renewal of the authorized use, the holder shall remove all structures and improvements, except those owned by the United States, within a reasonable period prescribed by the authorized officer and shall restore the site to the satisfaction of the authorized officer. If the holder fails to remove all structures and improvements within the prescribed period, they shall become the property of the United States and may be sold, destroyed, or otherwise disposed of without any liability to the United States. However, the holder shall remain liable for all costs associated with their removal, including costs of sale and impoundment, cleanup, and restoration of the site.

## **VIII. MISCELLANEOUS PROVISIONS**

**A. MEMBERS OF CONGRESS.** No member of or delegate to Congress or resident commissioner shall benefit from this permit either directly or indirectly, except to the extent the authorized use provides a general benefit to a corporation.

**B. CURRENT ADDRESSES.** The holder and the Forest Service shall keep each other informed of current mailing addresses, including those necessary for billing and payment of land use fees.

**C. SUPERSEDED PERMIT.** This permit supersedes a special use permit designated #PRI43 under Genwal Resources, dated 2003.

**D. SUPERIOR CLAUSES.** If there is a conflict between any of the preceding printed clauses and any of the following clauses, the preceding printed clauses shall control.

**E. Noxious Weed/Exotic Plant Prevention and Control** (R4-D3). The holder shall be responsible for the prevention and control of noxious weeds and/or exotic plants of concern on the area authorized by this authorization and shall provide prevention and control measures prescribed by the Forest Service. Noxious

weeds/exotic plants of concern are defined as those species recognized by Federal, State, or local agency in which the authorized use is located. The holder shall also be responsible for prevention and control of noxious weed/exotic plant infestations which are not within the authorized area, but which are determined by the Forest Service to have originated within the authorized area. When determined to be necessary by the authorized officer, the holder shall develop a site-specific plan for noxious weed/exotic plant prevention and control. Such plan shall be subject to Forest Service approval. Upon Forest Service approval, the noxious weed/exotic plant prevention and control plan shall become a part of this authorization, and its provisions shall be enforceable under the terms of this authorization.

**F. Ground Surface Protection and Restoration** (D-9). The holder shall prevent and control soil erosion and gully on National Forest System lands in and adjacent to the permit area resulting from construction, operation, maintenance, and termination of the authorized use. The holder shall construct authorized improvements so as to avoid accumulation of excessive amounts of water in the permit area and encroachment on streams. The holder shall revegetate or otherwise stabilize (for example, by constructing a retaining wall) all ground where the soil has been exposed as a result of the holder's construction, maintenance, operation, or termination of the authorized use.

**G. Fire Equipment** (F-7). The holder shall install fire extinguishers and firefighting apparatus of types, of capacities, in numbers, and at locations approved by the Authorized Officer. This equipment shall be in readiness at all times for immediate use, and shall be tested each year, at such times as may be required by the Authorized Officer.

**H. Fire-Control Plan** (F-20). The holder shall prepare a fire plan for approval by the Authorized Officer which shall set forth in detail the plan for prevention, reporting, control, and extinguishing of fires on the authorized areas and within the holder's area of responsibility defined on an attached map. Such plans shall be reviewed and revised at intervals of not more than three (3) years.

**I. Signs** (X-29). Signs or advertising devices erected on National Forest System lands shall have prior approval by the Forest Service as to location, design, size, color, and message. Erected signs shall be maintained or renewed as necessary to neat and presentable standards, as determined by the Forest Service.

**J. Improvement Relocation** (X-33). This authorization is granted with the express understanding that should future location of United States Government-owned improvements or road rights-of-way require the relocation of the holder's improvements, such relocation will be done by, and at the expense of, the holder within a reasonable time as specified by the Authorized Officer.

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THIS PERMIT #PRI-1608 IS ACCEPTED SUBJECT TO ALL ITS TERMS AND CONDITIONS.

BEFORE ANY PERMIT IS ISSUED TO AN ENTITY, DOCUMENTATION MUST BE PROVIDED TO THE AUTHORIZED OFFICER OF THE AUTHORITY OF THE SIGNATORY FOR THE ENTITY TO BIND IT TO THE TERMS AND CONDITIONS OF THE PERMIT.

ACCEPTED:

<u>David Hbbs President</u>	<u>David Hbbs</u>	<u>9/14/16</u>
HOLDER NAME, PRECEDED BY NAME AND TITLE OF PERSON SIGNING ON BEHALF OF HOLDER, IF HOLDER IS AN ENTITY	SIGNATURE	DATE

APPROVED:

<u>Darren Olsen District Ranger</u>	<u>Darren Olsen</u>	<u>9/22/16</u>
NAME AND TITLE OF AUTHORIZED OFFICER	SIGNATURE	DATE

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0082. The time required to complete this information collection is estimated to average one hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

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To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (800) 975-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer

The Privacy Act of 1974 (5 U.S.C. 552a) and the Freedom of Information Act (5 U.S.C. 552) govern the confidentiality to be provided for information received by the Forest Service.

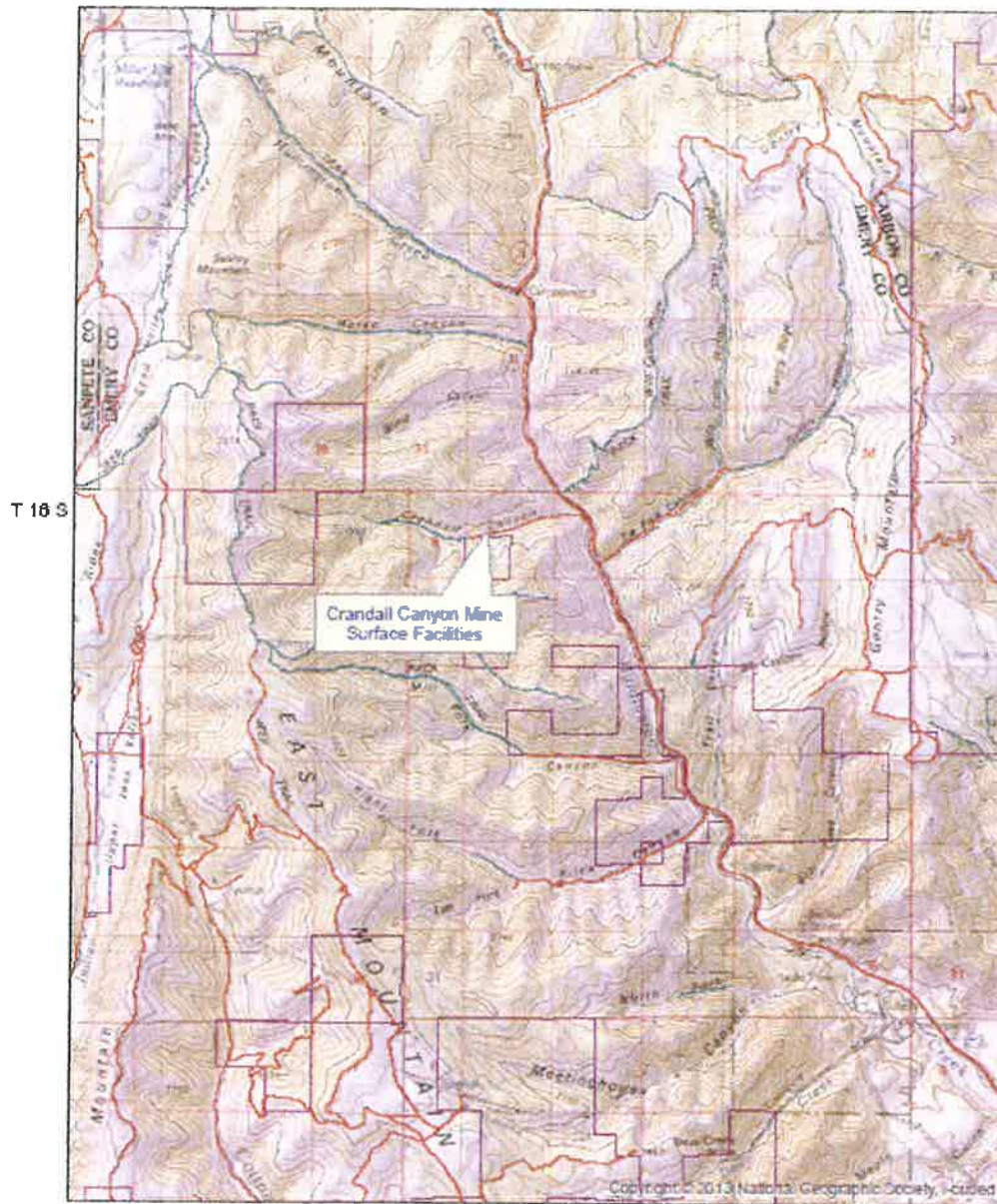
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Appendix A: Vicinity Map

**Crandall Canyon Mine Surface Facilities**



PRI-1608 Appendix A  
Vicinity Map  
September 2016

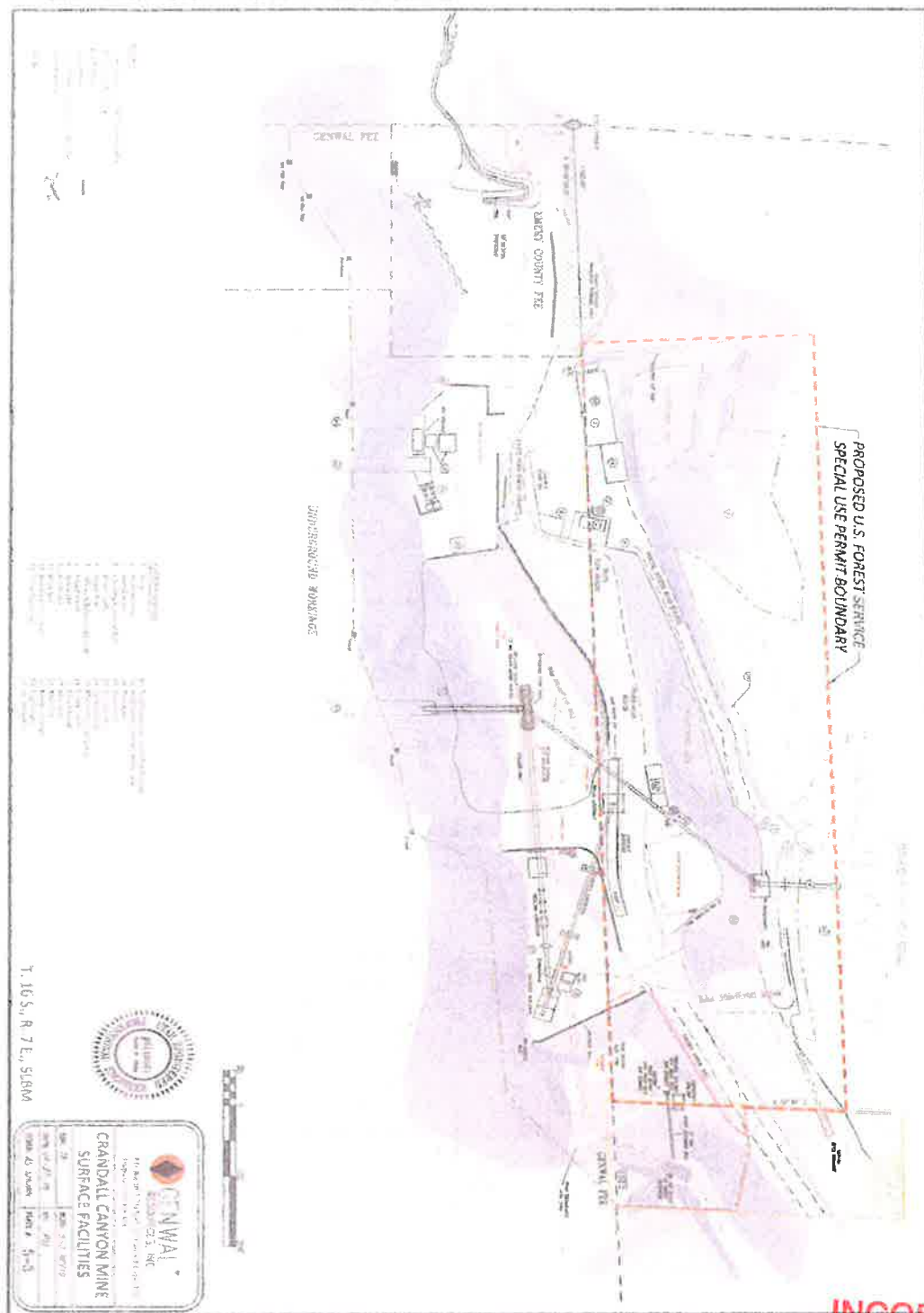
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Appendix B: Diagram of Facilities



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